

**State of New Hampshire  
Board of Medicine  
Concord, New Hampshire**

In the Matter of:  
Timothy D. Brown, M.D.  
No.: 11191  
(Misconduct Allegations)

**SETTLEMENT AGREEMENT**

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the New Hampshire Board of Medicine ("NH Board") and Timothy D. Brown, M.D. ("Dr. Brown" or "Respondent"), a physician licensed by the NH Board, do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the NH Board according to the following terms and conditions:

1. Pursuant to RSA 329:17, I, 329:18 and 329:18-a, and Board of Medicine Administrative Rule ("Med") 206 and 210, the NH Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by physicians. Pursuant to RSA 329:18-a, III, the NH Board may, at any time, dispose of such allegations by settlement and without commencing a disciplinary hearing.

2. Pursuant to RSA 329:17-c and Med 504.01, the NH Board also has jurisdiction to proceed with a reciprocal proceeding against a physician upon receipt of an administratively final order from the licensing authority of another jurisdiction which imposed disciplinary sanctions against the physician.

3. If a reciprocal proceeding were conducted, the NH Board would be authorized to impose any disciplinary sanction permitted by RSA 329:17, VI; RSA 329:17-c and Med 504.01 (b).

4. In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of medicine, the NH Board and Respondent, a physician who was first licensed to practice medicine in the State of New Hampshire by the NH Board on March 7, 2001, agree to settle certain allegations of professional misconduct and a reciprocal discipline proceeding now pending before the NH Board in accordance with the following terms and conditions:

5. The NH Board first granted Respondent a license to practice medicine in the State of New Hampshire on March 7, 2001. Respondent holds license number 11191. Respondent is Board Certified in Orthopedic Surgery and practices orthopedic surgery at 850 Harrison Avenue, Dowling 2N, in Boston, Massachusetts 02118.

6. If a disciplinary proceedings were commenced, Hearing Counsel would prove that Dr. Brown engaged in professional misconduct pursuant to RSA 329:17, VI (d) in that on or about July 22, 2005, Dr. Brown left the operating room at Boston Medical Center while a medical procedure was ongoing, in order to deliver a lecture at an adjacent building, and failed to be immediately available as needed to assist with the continuation of the surgery.

7. As a basis for proceeding against Respondent, the NH Board states the following:

A. On November 16, 2005, the Commonwealth of Massachusetts Board of Registration in Medicine ("Mass. Board") issued a final administrative order regarding the disposition of disciplinary matters relating to Respondent's conduct at Boston Medical Center.

B. On November 28, 2005, the NH Board received a letter of explanation and a copy of the documentation of the final administrative order issued by the

Massachusetts Board entitled *Consent Order, Probation Agreement, and Statement of Allegations*. See **Attachments 1-4**.

8. Respondent agrees that by engaging in the conduct set forth in the above-mentioned documents, he engaged in conduct which also violated the provisions of RSA 329:17, VI (d).

9. Respondent acknowledges the NH Board's authority to impose reciprocal discipline against him, pursuant to RSA 317:17-c, Med 504.01, and Med 506.02 and based upon the final Administrative Order of the Mass. Board which imposed discipline against him.

10. Respondent consents to the following disciplinary and reciprocal action by the NH Board:

A. Respondent's license to practice medicine in the State of New Hampshire is indefinitely suspended pursuant to the same terms and conditions set forth in the *Statement of Allegations, Consent Order and Probation Agreement* issued by the Mass. Board on November 16, 2005 which are incorporated herein. See copy of *Statement of Allegations, Consent Order and Probation Agreement* issued November 16, 2005 attached hereto as **Attachments 2-4**.

B. This suspension is stayed immediately upon Respondent providing proof to the NH Board of his entry into and full compliance with the *Consent Order and Probation Agreement* which set forth the terms and conditions under which Respondent shall practice medicine in the Commonwealth of Massachusetts.

- C. Should Respondent apply to renew his license in the State of New Hampshire, in addition to any usual requirements for renewal deemed appropriate by the NH Board at the time, Respondent shall provide proof to the NH Board of his compliance with all terms and conditions set forth in the Consent Order and Probation Agreement in Attachments 2-3.
- D. Should Respondent practice medicine in New Hampshire, the terms of his practice will be consistent with the substance and spirit of the Mass Consent Order and Probation Agreement. Respondent anticipates continuing practice in New Hampshire as a consulting physician performing elective surgical procedures. Respondent agrees to inform the NH Board of all such cases on which he will consult and perform surgery. He will not be supervising resident medical students and his practice of medicine will be supervised by either the Chief of Orthopedic service or a Board Certified Orthopedic Surgeon who will act as the Chief's designee. The terms of that supervision shall be in writing and signed by both supervisor and Respondent. It shall be provided to the NH Board for its review no later than at the monthly meeting scheduled for the first Wednesday of the month prior to the proposed surgery.
- E. For a continuing period of five (5) years from the effective date of this *Settlement Agreement*, Respondent shall furnish a copy of this *Settlement Agreement* to any employer to which Respondent may apply for work as a physician or for work in any capacity which requires a medical degree

and/or medical license or directly or indirectly involves patient care, and to any agency or authority that licenses, certifies or credentials physicians, to which Respondent may apply for any such professional privileges or recognition.

11. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional conduct pursuant to RSA 329:17, VI (d), and a separate and sufficient basis for further disciplinary action by the Board.

12. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the NH Board based upon the misconduct described above. However, the NH Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the NH Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.

13. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the NH Board as a public document.

14. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.

15. The NH Board agrees that in return for Respondent executing this *Settlement Agreement*, the NH Board will not proceed with the formal adjudicatory process based upon the facts described herein.

16. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.

17. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this agreement.

18. Respondent understands that the NH Board must review and accept the terms of this *Settlement Agreement*. If the NH Board rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the NH Board during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the NH Board.

19. Respondent is not under the influence of any drugs or alcohol at the time he signs this *Settlement Agreement*.

20. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.

21. This Settlement Agreement shall take effect as an Order of the NH Board on the date it is signed by an authorized representative of the NH Board.

**FOR RESPONDENT**

Date: 6/06/06

Timothy D. Brown  
Timothy D. Brown, M.D.  
Respondent

Date: 6/12/06

James J. Barry  
James J. Barry, Esq.  
Counsel for Respondent

**FOR THE BOARD/\***

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

Date: July 11, 2006

Penny Taylor  
(Signature)

PENNY TAYLOR  
(Print or Type Name)  
Authorized Representative of the  
New Hampshire Board of Medicine

/\* Board members, recused:  
Kevin Costin, PA  
JAMES SISE, M.D.

109408





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Department of  
Orthopaedic Surgery

T. DESMOND BROWN, M.D.  
*Assistant Professor of -*  
*Orthopaedic Surgery*  
Boston University School of Medicine



Boston University  
School of Medicine

**RECEIVED**

NOV 28 2005

**NH BOARD**

To Whom It May Concern:

On July 22, 2005, I left the operating room at Boston Medical Center to deliver a lecture in the ambulatory care building immediately adjacent to the hospital. I left at what I thought was an opportune time during a lengthy trauma surgery, leaving two chief residents and a third-year resident in charge of what I felt to be a straightforward and uncomplicated portion of the procedure. Upon my return I was present for the remainder of the surgery, which included a complicated open reduction and internal fixation of the distal humerus. Regrettably, I did not have my pager with me during the lecture, which I now realize was contrary to hospital policy and which led to some difficulty in reaching me. As a result, I have entered into the enclosed agreement for Practice Restrictions with the Board of Registration in Medicine in the Commonwealth of Massachusetts, and as required by the Board I am providing you with a copy of that agreement.

This agreement supersedes the previous interim agreement.

Very truly yours,

A handwritten signature in cursive script, reading "Desmond Brown".

T. Desmond Brown, M.D.

ATTACHMENT 1

## COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

BOARD OF REGISTRATION IN MEDICINE

Adjudicatory Case No. 2005-048

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In the Matter ofTimothy D. Brown, M. D.

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STATEMENT OF ALLEGATIONS

The Board of Registration in Medicine (the "Board") has reason to believe that in BORM Docket No. 05-412, Timothy D. Brown, M.D. (the "Respondent") abandoned his anesthetized patient in the Boston Medical Center operating room to go to present a lecture; failed to supervise limited licensees and failed to comply with hospital policies.

Biographical Information

1. The Respondent was born on April 25, 1958. He is certified by the Board of Orthopedic Surgery. He graduated from the Tulane University School of Medicine in 1984. He has been licensed to practice medicine in Massachusetts under certificate number 217193 since 2003. He practices and has privileges at Boston Medical Center.

2. On August 5, 2005 the Respondent was reprimanded by Boston Medical Center for being absent from the operating room during a key part of a surgical procedure and for failure to supervise the orthopedic residents during the time period in question.

Factual Allegations

3. On, June 22, 2005, Patient A was admitted to BMC with multiple trauma following a motor vehicle accident.

4. Patient A sustained a fracture of his right radius, a compound fracture of his right humerus and fractures of his mandible and temporal bone.

5. The Respondent was the attending orthopedic surgeon assigned to the trauma operating room.

6. Patient A was taken to the operating room designated for trauma procedures for open reduction internal fixation of the upper extremity fractures.

7. The Respondent and Residents (two Chief Residents and a PGY3) under the Respondent's supervision were to perform the procedures for fixation of the upper extremity fractures.

8. The Respondent was present for irrigation and debridement of Patient A's right humerus and exploration of right radial fracture.

9. The Respondent left the operating room while the Residents reduced the radial fracture and secured the fracture with a plate and screws.

10. The Respondent did not notify all members of the operating team that he was leaving the operating room, how long he would be gone or how to reach him.

11. The Respondent left the operating room floor and conducted a lecture in another part of the hospital campus.

12. The OR staff paged the Respondent several times.

13. The Respondent did not answer his page.

14. The Respondent did not have his pager with him that day.

15. The Residents were unsupervised when they performed the reduction of the radial fracture and attachment of plate and screws.

16. The Director of Nursing telephoned the Practice Manager of Orthopedic Services, in an effort to locate the Respondent.

17. The Director of Nursing told the Practice Manager to find the Respondent and have him return to the OR as soon as possible.

18. The Respondent left during a key portion of the surgery and was not available when members of the operating team tried to reach him.

19. The Respondent returned to the operating room to perform and supervise the remainder of the surgery.

20. The Respondent received a formal written reprimand from the Chairman of the Department of Orthopedic Surgery.

#### Legal Basis for Proposed Relief

Pursuant to 243 CMR 1.03(5)(a)(18), the Board may discipline a physician upon proof satisfactory to a majority of the Board that the physician has committed misconduct in the practice of medicine.

Pursuant to *Levy v. Board of Registration and Discipline in Medicine*, 378 Mass 519 (1979) and *Raymond v. Board of Registration in Medicine*, 387 Mass. 708 (1982), the Board may discipline a physician upon proof satisfactory to a majority of the Board that said physician lacks good moral character and has engaged in conduct that undermines public confidence in the integrity of the medical profession.

The Board has jurisdiction over this matter pursuant to G.L. c. 112, §§ 5, 61 and 62. This adjudicatory proceeding will be conducted in accordance with the provisions of G.L. c. 30A and 801 CMR 1.01, *et seq.*

Nature Of Relief Sought

The Board is authorized and empowered to order appropriate disciplinary action, which may include revocation or suspension of the Respondent's license to practice medicine. The Board may also order, in addition to or instead of revocation or suspension, one or more of the following: admonishment, censure, reprimand, fine, the performance of uncompensated public service, a course of education or training or other restrictions upon the Respondent's practice of medicine.

Order

Wherefore, it is hereby **ORDERED** that the Respondent show cause why he should not be disciplined for the conduct described herein.

By the Board of  
Registration in Medicine,

A handwritten signature in black ink, appearing to read 'Martin Crane', is written over a horizontal line.

Martin Crane, M.D.  
Chair

Dated: November 16, 2005

## COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

Board of Registration in Medicine  
Adjudicatory Case No. 2005-048

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In the Matter of )  
)TIMOTHY D. BROWN, M.D., )  

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)CONSENT ORDER

Timothy D. Brown, M.D., (Respondent) and the Complaint Counsel agree that the Board of Registration in Medicine (Board) may issue this Consent Order, in lieu of convening an adjudicatory hearing, with all of the force and effect of a Final Decision within the meaning of 801 CMR 1.01(11)(d). The Respondent admits to findings of fact specified below and agrees that the Board may make the conclusions of law and may impose the sanctions set forth below.

BACKGROUND

1. The Respondent was born on April 25, 1958. He graduated from Tulane University School of Medicine on June 2, 1984. He has been has been licensed to practice medicine in Massachusetts under certificate number 217913 since June 4, 2003. He is certified by the American Board of Orthopedic Surgery and specializes in pediatric and trauma orthopedic surgery. The Respondent is a member of the Department of Orthopedic Surgery at the Boston Medical Center (BMC).

FINDINGS OF FACT

2. On August 5, 2005, BMC reprimanded the Respondents for being absent from the operating room during a key part of a surgical procedure and for failure to supervise the orthopedic residents during the time period in question.

3. On, June 22, 2005, Patient A was admitted to BMC with multiple trauma following a motor vehicle accident.

4. Patient A sustained a fracture of his right radius, a compound fracture of his right humerus and fractures of his mandible and temporal bone.

5. The Respondent was the attending orthopedic surgeon assigned to the trauma operating room.

6. Patient A was taken to the operating room designated for trauma procedures for open reduction internal fixation of the upper extremity fractures.

7. The Respondent and Residents (two Chief Residents and a PGY3) under the Respondent's supervision were to perform the procedures for fixation of the upper extremity fractures.

8. The Respondent was present for irrigation and debridement of Patient A's right humerus and exploration of right radial fracture.

9. The Respondent left the operating room while the Residents reduced the radial fracture and secured the fracture with a plate and screws.

10. The Respondent did not notify all members of the operating team that he was leaving the operating room, how long he would be gone or how to reach him.

11. The Respondent left the operating room floor and conducted a lecture in another part of the hospital campus.

12. The OR staff paged the Respondent several times.

13. The Respondent did not answer his page.

14. The Respondent did not have his pager with him that day.

15. The Residents were unsupervised when they performed the reduction of the radial fracture and attachment of plate and screws.

16. The Director of Nursing telephoned the Practice Manager of Orthopedic Services, in an effort to locate the Respondent.

17. The Director of Nursing told the Practice Manager to find the Respondent and have him return to the OR as soon as possible.

18. The Respondent left during a key portion of the surgery and was not available when members of the operating team tried to reach him.

19. The Respondent returned to the operating room to perform and supervise the remainder of the surgery.

20. The Respondent received a formal written reprimand from the Chairman of the Department of Orthopedic Surgery.

#### CONCLUSIONS OF LAW

A. The Respondent has violated 243 CMR 1.03(5)(a)18, in that he committed misconduct in the practice of medicine when he left the operating room during surgery and failed to be immediately available.

B. The Respondent has engaged in conduct that undermines the public confidence in the integrity of the medical profession, in violation of the standards set forth in *Levy v. Board of Registration in Medicine*, 378 Mass. 519 (1979) and *Raymond v. Board of Registration in Medicine*, 387 Mass. 708 (1982).

#### SANCTION AND ORDER

The Respondent's license to practice medicine is hereby indefinitely suspended. The Respondent will immediately petition for a stay of the suspension upon entering into a Probation Agreement. Said Probation Agreement shall be for five years time and shall incorporate the



terms of the Interim Agreement for Practice Restrictions and any amendments thereto. The Interim Agreement for Practice Restrictions is attached hereto and incorporated in by reference.

The sanction is imposed for Conclusions of Law A, and B individually and not for any combination of them.

This sanction is for Docket No. 05-412.

#### EXECUTION OF THIS CONSENT ORDER

The parties agree that the approval of this Consent Order is left to the discretion of the Board. The signature of the Respondent, Respondent's Attorney and Complaint Counsel are expressly conditioned on the Board accepting this Consent Order. If the Board rejects this Consent Order in whole or in part, then the entire document shall be null and void; thereafter, neither of the parties nor anyone else may rely on the Consent Order. As to any matter this Consent Order leaves to the discretion of the Board, neither the Respondent, nor anyone else acting on his behalf has received any promises or representations regarding the same.

The Respondent waives any right of appeal that he may have resulting from the Board's acceptance of this Consent Order.

The Respondent shall provide a complete copy of this Consent Order, with all exhibits and attachments, if any, within ten (10) days by certified mail, return receipt requested, or by hand delivery to the following designated entities: any in-state or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which he practices medicine; any in-state or out-of-state health maintenance organization with whom he has privileges or any other kind of association; any state agency, in-state or out-of-state, with which he has a provider contract; any in-state or out-of-state medical employer, whether or not he practices medicine there; and the state licensing boards of all states in which he has any kind of license to practice medicine. The Respondent shall also provide this notification to any such

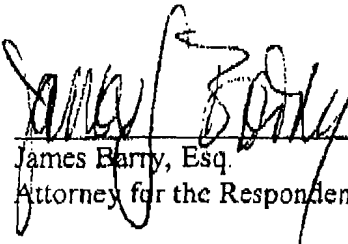
designated entities with which he becomes associated for the duration of this indefinite suspension. The Respondent is further directed to certify to the Board within ten (10) days that he has complied with this directive.

The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above or any other affected entity, or any action it has taken.



Timothy D. Brown, M.D.  
Respondent

Date

11/3/05

James Barry, Esq.  
Attorney for the Respondent

Date

11/3/05

Karen E. Rolley, Esq.  
Complaint Counsel

Date

11/7/05

So ordered, by the Board of Registration in Medicine on this 16th day of November, 2005.



Martin Crane, M.D.  
Chair

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, SS

BOARD OF REGISTRATION  
IN MEDICINE

Adjudicatory Case No: 2005-048

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In the Matter ofTIMOTHY D. BROWN, M.D.

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**PROBATION AGREEMENT****I. COMPLIANCE WITH AGREEMENT**

The Respondent agrees that violation of this Probation Agreement, including such provisions which survive this Agreement, shall constitute sufficient grounds for the immediate suspension of the Respondent's license to practice medicine, or any such lesser sanction as the Board may deem fit to impose, without prior notice to the Respondent. The Respondent hereby waives any claim or defense to any subsequent action by the Board to suspend the Respondent's license or impose such other lesser sanction, for any such violation or violations, except that the Respondent shall be entitled to defend against the assertion of a violation of this Agreement. The Respondent acknowledges and agrees that by entering into this Agreement, the Respondent is relinquishing important procedural and substantive rights.

ATTACHMENT 4

## II. PARTIES

The parties to this Probation Agreement are the Board of Registration in Medicine (the "Board") and Timothy D. Brown, M.D. (the "Respondent").

## III. JURISDICTION

The parties agree that the Board has the authority to enter into this Probation Agreement, and that the Board may enforce the terms of this Agreement in accordance with applicable laws and regulations and the provisions of this Agreement.

## IV. CONDITIONS OF PROBATION

During the probationary period, which shall be effective on the date the Board accepts this Agreement, the Respondent shall comply with each of the following requirements:

- A. The Respondent agrees to undergo monitoring by the Board until at least August 25, 2010, and for such further period thereafter as the Board shall for reasonable cause order. The Respondent shall be allowed to petition for termination of this Agreement on or after August 25, 2006, one year after the Respondent entered into the Interim Agreement for Practice Restrictions, appended as Exhibit A. At the Board's discretion, any periods during which the Respondent is not practicing medicine, during the probationary period, may extend the probationary period.
- B. The Respondent agrees that all surgeries that the Respondent performs at any medical facility will be monitored by another attending physician at that facility who

shall be approved in writing, in advance, by the Board or the Board designee. The Respondent's Board-approved monitors are responsible for monitoring the Respondent's presence during surgeries and monitoring the Respondent's supervision of any and all residents and fellows who assist in the Respondent's surgeries.

C. The Respondent agrees to confirm that the Respondent's monitor is present or immediately available before the Respondent or any residents or fellows under the Respondent's supervision begins a surgical procedure.

D. The Respondent agrees not to leave the surgical floor during any surgical procedure in which the Respondent is involved.

E. The Respondent agrees not to schedule or perform surgical procedures at more than one medical facility on any given day.

F. The Respondent agrees to provide the Respondent's monitor(s) with an advance copy of the Respondent's surgical schedule weekly and will inform the monitor(s) in advance of any changes.

G. The Respondent may engage in the practice of medicine under conditions that the Board may impose. The Respondent shall engage in the practice of medicine at Boston Medical Center.

H. Until the Board, upon petition of the Respondent, orders otherwise, the Respondent's practice at Boston Medical Center shall be monitored by Thomas A. Einhorn, M.D. Dr. Einhorn, or his Board-approved successor, shall monitor the Respondent's presence during surgeries and shall monitor the Respondent's supervision of any and all residents and fellows who assist in the Respondent's surgeries. On days the Board-approved monitor is not present, the Board-approved monitor will designate a senior attending physician to act as the Respondent's monitor.

I. Dr. Einhorn, or his Board-approved successor, shall submit weekly written reports about the Respondent's compliance to the Board in the format that the Board designates.

J. The Respondent agrees that he may assume on call duties and perform surgery while on call only if he abides by the following:

1. The Respondent agrees to remain present in the operating room throughout all surgeries performed while on call. The Respondent agrees not to leave the operating room from the time of incision until complete closure of the surgical site.
2. The Respondent agrees to call the second on call orthopedic attending surgeon before starting any operation while on call. The Respondent agrees to report to that surgeon the diagnosis and anticipated operative procedure.
3. The Respondent agrees to contact the chief orthopedic resident before commencing any surgery while on call to report the diagnosis, anticipated operative procedure, and the name and telephone number of the second on call orthopedic attending physician. If the chief resident has any concern, the chief resident will call the second on call attending orthopedic surgeon to address the concern or request that the second on call attending orthopedic surgeon come in to BMC. If a second on call attending monitors the Respondent during any week, Dr. Einhorn identify the second on call attending in his weekly report to the Board regarding the Respondent's compliance.
4. The Respondent agrees to contact the operating room nursing supervisor regarding any proposed surgeries in on call situations. The Respondent agrees to report the diagnosis, proposed procedure, and the name and telephone

number of the second on call orthopedic surgeon in the event that any concern arises about Dr. Brown's physical presence for an operation.

J. The Respondent agrees to abide by all hospital by-laws, policies and procedures and the Centers for Medicare and Medicaid Services guidelines relating to the Respondent's practice of medicine and the Respondent's supervision of residents and fellows at any and all medical facilities where the Respondent has privileges.

K. In the event that the Respondent seeks licensure to practice medicine in another state, the Respondent shall notify the Board of such fact and shall disclose to the licensing authority in such state his status with this Board. The Respondent shall submit to the Board copies of all correspondence and application materials submitted to another state's licensing authority.

L. In the event the Respondent should leave Massachusetts to reside or practice out of the state, the Respondent shall promptly notify the Board in writing of the new location as well as the dates of departure and return. Periods of residency or practice outside Massachusetts will not apply to the reduction of any period of the Respondent's probationary licensure, unless the Respondent enters into a monitoring agreement, approved by the Board, in the new location.

M. The Respondent shall appear before the Board, or a committee of its members, at such times as the Board may request, upon reasonable advance notice, commensurate with the gravity or urgency of the need for such meeting as determined by the Board or such committee.

N. The Respondent shall notify and provide, within ten (10) days of acceptance of this Probation Agreement by the Board, a complete copy of this Agreement with all exhibits and attachments by certified mail, return receipt requested, or by hand delivery

to the following designated entities: any in- or out-of-state hospital, nursing home, clinic, other licensed facility, or municipal, state, or federal facility at which he practices medicine; any in- or out-of-state health maintenance organization with whom he has privileges or any other kind of association; any state agency, in- or out-of-state, with which he has a provider contract; any in- or out-of-state medical employer, whether or not he practices medicine there; and the state licensing boards of all states in which he has any kind of license to practice medicine. The Respondent shall also provide this notification to any such designated entities with which he becomes associated for the duration of this Probation Agreement. The Respondent is further directed to certify to the Board within ten (10) days that he has complied with this directive. The Board expressly reserves the authority to independently notify, at any time, any of the entities designated above, or any other affected entity, of any action it has taken.

O. The Respondent, and not the Board, shall be responsible for the payment of any fee or charge occasioned by the Respondent's compliance with this Probation Agreement.

P. The Respondent may request that the Board modify any of the conditions set forth above. The Board may, in its discretion, grant such modification. Except for requests for modifications related to the Respondent's employment, the Respondent may make such a request not more than once in any one-year period, nor any sooner than one year from the date of this Probation Agreement.

## **V. TERMINATION OF PROBATION**

A. If the Respondent complies with his obligations as set forth above, the Board, at the expiration of the five-year period, shall, upon petition by the Respondent, terminate the Respondent's probationary period and probation with the Board, unless the Respondent's probation is extended in accordance with paragraph IV(A).



B. If the Respondent fails to comply with his obligations as set forth above, the Respondent's license to practice medicine may be immediately suspended, as agreed in Section I.

11/3/05  
Date

11/3/05  
Date

J. Leonard Brown  
Respondent

[Signature]  
Attorney for the Respondent

Accepted this 16<sup>th</sup> day of November 2005, by the Board of Registration in Medicine.

[Signature]  
Martin Crane M.D., Chairman  
Board of Registration in Medicine